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Special Litigation Counsel for Elissa D. Miller, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re GIRARDI KEESE,  Debtor.	Case No. 2:20-bk-21022-BR  Chapter 7
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ELISSA D. MILLER, Chapter 7 Trustee,  Plaintiff,  v. ERIKA N. GIRARDI, an individual; EJ GLOBAL, LLC, a limited liability company; and PRETTY MESS, INC., a corporation,  Defendants	Adv. Proc. No. 2:21-ap_____-BR  <b>TRUSTEE'S COMPLAINT FOR:</b>  <b>1) DECLARATORY RELIEF; 2) TURNOVER OF PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. § 542; (3) AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFER; (4) CONVERSION; (5) CONSTRUCTIVE TRUST; (6) ACCOUNT STATED; (7) OPEN BOOK ACCOUNT; (8) MONEY HAD AND RECEIVED; (9) UNJUST ENRICHMENT; AND (10) ACCOUNTING</b>  Date: TBD Time: TBD Place.: Courtroom 1668 United States Bankruptcy Court 255 East Temple Street Los Angeles, CA 90012
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1 For her Complaint for (1) Declaratory Relief; (2) Turnover of Property of the Estate  
2 Pursuant to 11 U.S.C. § 542; (3) Avoidance and Recovery of Fraudulent Transfer; (4)  
3 Conversion; (5) Constructive Trust; (6) Account Stated; (7) Open Book Account; Stated  
4 and (8) Money Had and Received; (9) Unjust Enrichment; and (10) Accounting (the  
5 “Complaint”), plaintiff Elissa D. Miller, the duly appointed, qualified and acting Chapter 7  
6 Trustee (the “Trustee” or “Plaintiff”) for the bankruptcy estate of debtor Girardi Keese (the  
7 “Estate”), alleges as follows:

8 **STATEMENT OF JURISDICTION, PARTIES AND PROCEEDINGS**

9 1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§  
10 157(b)(1) and 1334(a), as this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (E),  
11 (H) and (O). Venue properly lies in this judicial district pursuant to 28 U.S.C. § 1409(a),  
12 in that the instant proceeding is related to a case under title 11 of the United States Code  
13 which is still pending.

14 2. Plaintiff Elissa D. Miller is the duly appointed, qualified and acting Chapter 7  
15 Trustee of the bankruptcy estate (the “Estate”) created in the instant Chapter 7  
16 bankruptcy case pending in the Los Angeles Division of the United States Bankruptcy  
17 Court for the Central District of California which is styled In re Girardi Keese, bearing  
18 Case No. 2:20-bk-21022-BR (the “Bankruptcy Case”).

19 3. Girardi Keese (the “Debtor”) is the debtor in the Bankruptcy Case and this  
20 case was initiated by the filing an involuntary petition for relief under Chapter 7 of Title 11  
21 of the United States Code on December 18, 2020 (the “Petition Date”). The Court  
22 entered the Order for Relief on the involuntary petition on January 13, 2021.

23 4. Plaintiff is informed and believes, and on that basis alleges thereon, that at  
24 all times mentioned herein, defendant Erika N. Girardi (“Erika”) is an individual that  
25 resides and/or has conducted business within the jurisdiction of this Court and is the wife  
26 of Thomas Girardi, owner and controlling member of the Debtor.

27 5. Plaintiff is informed and believes, and on that basis alleges thereon, that at  
28 all times mentioned herein, defendant EJ Global, LLC (“EJG”) is a California limited

1 liability company conducting business within the jurisdiction of this Court and is owned  
2 and controlled by defendant Erika.

3 6. Plaintiff is informed and believes, and on that basis alleges thereon, that at  
4 all times mentioned herein, defendant Pretty Mess, Inc. ("PMI") is a California corporation  
5 conducting business within the jurisdiction of this Court and is owned and controlled by  
6 defendant Erika.

7 7. Plaintiff is informed and believes, and on that basis alleges thereon, that at  
8 all times mentioned herein, defendants EJG and PMI is the alter ego of each other and of  
9 defendant Erika, in that each of them has maintained such a unity of interest and  
10 ownership that the separate personalities of the entities and the individual defendant no  
11 longer exist.

12 8. Defendants Erika, EJG and PMI are collectively referred herein as the  
13 "Defendants").

14 **GENERAL FACTUAL ALLEGATIONS**

15 9. Plaintiff is informed and believes and, on that basis alleges thereon, that in  
16 or around August 2012, the Court entered an Order approving a settlement agreement in  
17 the Marston v. Marston state court action, San Bernardino Superior Court Case Number  
18 CIVRS 910950 (the "Court Approved Settlement Agreement"). A true and correct copy of  
19 the Court Approved Settlement Agreement is attached hereto, marked as Exhibit "A" and  
20 incorporated herein by this reference.

21 10. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
22 Debtor diverted and transferred its right to receive attorneys' fees from the Court  
23 Approved Settlement Agreement in the form of an ongoing stream of payments from the  
24 State of California Lottery to the Defendants (the "Lottery Payments").

25 11. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
26 Defendants received more than \$242,658 in payments from the State of California Lottery  
27 from 2012 to 2021. The Defendants are scheduled to still receive \$78,000 in payments  
28 from the State of California Lottery in years 2022 through 2025.

1           12. Plaintiff intercepted and is currently holding funds in the amount of  
2 \$19,760.00 which represents the Lottery Payments for the year 2021, which funds the  
3 Plaintiff is currently holding in trust pursuant to an agreement with defendant Erika  
4 pending resolution of this dispute and further order of the Court. A true and correct copy  
5 of the letter agreement regarding 2021 Lottery Payments is attached hereto, marked as  
6 Exhibit "B" and incorporated herein by this reference.

7           13. Plaintiff is informed and believes and, on that basis alleges thereon, that  
8 Lottery Payments belong to the Girardi Keese bankruptcy estate and that none of the  
9 Lottery Payments made to the Defendants have been repaid to the Debtor and remain  
10 outstanding. A true and correct copy of the demand letter regarding the Lottery  
11 Payments is attached hereto, marked as Exhibit "C" and incorporated herein by this  
12 reference.

13           14. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
14 Defendants received jewelry and other luxury items purchased using the Debtor's funds  
15 (the "Luxury Items").

16           15. Plaintiff is informed and believes and, on that basis alleges thereon, that  
17 diverting and/or transferring of the Lottery Payments and the Luxury Items to the  
18 Defendants are collectively referred herein as the "Transfers."

19           16. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
20 Debtor and the Defendants conspired to conceal the Transfers and keep these assets  
21 away the Debtor's creditors. Plaintiff is further informed and believes and, on that basis  
22 alleges thereon, that due to the concealment of the Transfers, the Trustee only recently  
23 discovered the Transfers and therefore any applicable deadlines and statute of limitations  
24 are tolled.

25           17. Plaintiff is informed and believes and, on that basis alleges thereon, that  
26 additionally, based on the Debtor's records and tax returns, the Debtor is owed in excess  
27 of \$25,000,000 in receivables from the Defendants (the "Receivables").

28           18. Plaintiff is informed and believes and, on that basis alleges thereon, that

1 none of the Receivables owed by the Defendants to the Debtor have been repaid to the  
2 Debtor and remain outstanding.

3 19. Plaintiff is informed and believes and, on that basis alleges thereon, that  
4 defendant Erika has used her glamor and notoriety to continue to aid and abet in sham  
5 transactions that have occurred with respect to large transfers of assets from the Debtor  
6 to the Defendants.

7 **FIRST CLAIM FOR RELIEF**

8 **(Declaratory Relief)**

9 20. Plaintiff realleges each and every allegation contained in paragraphs 1  
10 through 19 of this Complaint and, by this reference, incorporates said allegations as  
11 though set forth fully herein.

12 21. An actual controversy exists between the Plaintiff and the Defendants  
13 concerning their respective rights and duties in that the Trustee contends that the  
14 Defendants currently have no ownership interest in the Lottery Payments and the Luxury  
15 Items and that the Lottery Payments and the Luxury Items are property of the Estate.  
16 Whereas, the Defendants may dispute the Trustee's contention and may assert an  
17 ownership interest in the Lottery Payments and the Luxury Items.

18 22. Plaintiff desires a judicial determination of her rights and duties and a  
19 declaration that the Defendants have no ownership interest in the Lottery Payments and  
20 the Luxury Items and that the Lottery Payments and the Luxury Payments are property of  
21 the Estate.

22 **SECOND CLAIM FOR RELIEF**

23 **(Turnover Of Property Of The Estate Pursuant To 11 U.S.C. § 542(a))**

24 23. Plaintiff realleges each and every allegation contained in paragraphs 1  
25 through 22 of this Complaint and, by this reference, incorporates said allegations as  
26 though set forth fully herein.

27 24. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
28 Lottery Payments, the Luxury Items and the Receivables are all property of the Estate

1 pursuant to, among other things, 11 U.S.C. § 541.

2 25. Plaintiff is informed and believes and, on that basis alleges thereon that the  
3 Defendants are in possession, custody or control, during this bankruptcy case, of  
4 property that the Trustee may use, sell or lease under 11 U.S.C. § 363 and such property  
5 is not of inconsequential value or benefit to the Estate.

6 **THIRD CLAIM FOR RELIEF**

7 **(Turnover Of Property Of The Estate Pursuant To 11 U.S.C. § 542(b))**

8 26. Plaintiff realleges each and every allegation contained in paragraphs 1  
9 through 25 of this Complaint and, by this reference, incorporates said allegations as  
10 though set forth fully herein.

11 27. Plaintiff is informed and believes and, on that basis alleges thereon, that the  
12 Lottery Payments, the Luxury Items and the Receivables are all property of the Estate  
13 pursuant to, among other things, 11 U.S.C. § 541.

14 28. Plaintiff is informed and believes that the Defendants owe a debt that is  
15 property of the Estate and that is matured, payable on demand, or payable on order and  
16 such debt may not be offset under 11 U.S.C. § 553 against a claim against the Debtor.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Avoidance Of Fraudulent Transfer, Actual Intent, Pursuant To [11**  
19 **U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(1))**

20 29. Plaintiff realleges each and every allegation contained in paragraphs 1  
21 through 28 of this Complaint and, by this reference, incorporates the allegations as  
22 though set forth fully herein.

23 30. Plaintiff is informed and believes and, based thereon, alleges that the  
24 Transfers were made with the actual intent to hinder, delay or defraud the Debtor's  
25 creditors.

26 31. By reason of the foregoing, the Transfers are avoidable pursuant to 11  
27 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(1).

28

**FIFTH CLAIM FOR RELIEF**

**(Avoidance Of Fraudulent Transfer, Constructive Intent, Pursuant To**

**11 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.05)**

32. Plaintiff realleges each and every allegation contained in paragraphs 1 through 31 of this Complaint and, by reference, incorporates the allegations as though set forth fully herein.

33. Plaintiff is informed and believes and, based thereon, alleges that the Transfers were made for less than reasonably equivalent value at a time when the Debtor was insolvent or as a result of which the Debtor became insolvent.

34. By reason of the foregoing, the Transfers are avoidable pursuant to 11 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.05.

**SIXTH CLAIM FOR RELIEF**

**(Avoidance Of Fraudulent Transfer, Constructive Intent, Pursuant To**

**11 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(2)(A))**

35. Plaintiff realleges each and every allegation contained in paragraphs 1 through 34 of this Complaint and, by reference, incorporates the allegations as though set forth fully herein.

36. Plaintiff is informed and believes and, based thereon, alleges that the Transfers were made without the Debtor receiving reasonably equivalent value in exchange for the Transfers, and that at the time of the Transfers, the Debtor was engaged or was about to engage in a business or a transaction for which their remaining assets were unreasonably small in relation to the business or transaction.

37. By reason of the foregoing, the Transfers are avoidable pursuant to 11 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(2)(A).

**SEVENTH CLAIM FOR RELIEF**

**(Avoidance Of Fraudulent Transfer, Constructive Intent, Pursuant To**

**11 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(2)(B))**

38. Plaintiff realleges each and every allegation contained in paragraphs 1

1 through 37 of this Complaint and, by this reference, incorporates the allegations as  
2 though set forth fully herein.

3 39. Plaintiff is informed and believes, and based thereon, alleges that the  
4 Transfers were made without the Debtor receiving reasonably equivalent value in  
5 exchange for the Transfers, and that the Debtor intended to incur, or reasonably should  
6 have believed that the Debtor would incur, debts beyond the Debtor's ability to pay as  
7 they became due.

8 40. By reason of the foregoing, the Transfers are avoidable pursuant to 11  
9 U.S.C. §§ 544(b) and 548 and Cal. Civ. Code § 3439.04(a)(2)(B).

10 **EIGHTH CLAIM FOR RELIEF**

11 **(Recovery Of Avoided Transfer Pursuant To 11 U.S.C. § 550(a))**

12 41. Plaintiff realleges each and every allegation contained in paragraphs 1  
13 through 40 of this Complaint and, by this reference, incorporates the allegations as  
14 though set forth fully herein.

15 42. By reason of the foregoing, Plaintiff is entitled to recover the Transfers or  
16 their value from the Defendants pursuant to 11 U.S.C. § 550(a).

17 **NINTH CLAIM FOR RELIEF**

18 **(Conversion)**

19 43. Plaintiff realleges each and every allegation contained in paragraphs 1  
20 through 42 of this Complaint and, by this reference, incorporates the allegations as  
21 though set forth fully herein.

22 44. The Lottery Payments, the Luxury Items and the Receivables are all  
23 property of the Estate and the Defendants have substantially, intentionally, actually and  
24 wrongfully interfered with the Plaintiff's right of possession of the Lottery Payments, the  
25 Luxury Items and the Receivables.

26 45. The Defendants have refused to return the Lottery Payments, the Luxury  
27 Items and the Receivables despite Plaintiff's demand for same and instead the  
28 Defendants have received and/or diverted the Lottery Payments, the Luxury Items and



1 Receivables to themselves for their own benefit.

2 46. Plaintiff is entitled to damages against the Defendants for conversion of the  
3 Lottery Payments, the Luxury Items and the Receivables in an amount to be proved at  
4 trial pursuant to Cal. Civ. Code § 3336.

5 **TENTH CLAIM FOR RELIEF**

6 **(Constructive Trust)**

7 47. Plaintiff realleges each and every allegation contained in paragraphs 1  
8 through 46 of this Complaint and, by this reference, incorporates said allegations as  
9 though set forth fully herein.

10 48. By virtue of the Defendants' wrongful acts, the Defendants hold the  
11 wrongfully acquired funds and property of the Estate and proceeds acquired in exchange  
12 for the wrongfully acquired funds and property of the Estate as constructive trustees for  
13 the benefit of the Plaintiff and the Estate.

14 49. An award of punitive and exemplary damages against the Defendants is  
15 just and reasonable.

16 **ELEVENTH CLAIM FOR RELIEF**

17 **(Account Stated)**

18 50. Plaintiff realleges each and every allegation contained in paragraphs 1  
19 through 46 of this Complaint and, by this reference, incorporates said allegations as  
20 though set forth fully herein.

21 51. Plaintiff is informed and believes and, on that basis alleges thereon, that  
22 within the last four (4) years an account was stated in writing between the Debtor and the  
23 Defendant wherein it was agreed that the Defendants were indebted to the Debtor for the  
24 the Receivables. The Receivables owed to the Debtor by the Defendants remain  
25 outstanding in an amount in excess of \$25,000,000 or in an amount to be proved at trial,  
26 plus interest at the maximum rate permitted by law.

27  
28

**TWELFTH CLAIM FOR RELIEF**

**(Open Book Account)**

52. Plaintiff realleges each and every allegation contained in paragraphs 1 through 51 of this Complaint and, by this reference, incorporates said allegations as though set forth fully herein.

53. Plaintiff is informed and believes and, on that basis alleges thereon, that within the last four (4) years, the Defendants became indebted to the Debtor on an open book account for money due on account of the Receivables (an amount in excess of \$25,000,000 or in an amount to be proved at trial) for monies provided to the Defendants and for which the Defendants agreed to pay.

54. No part of the Receivables have been paid although demand has been made and there is now due, owing, and unpaid from the Defendants to the Debtor a sum in excess of \$25,000,000 or in an amount to be proved at trial, plus interest at the maximum rate permitted by law.

**THIRTEENTH CLAIM FOR RELIEF**

**(Money Had And Received)**

55. Plaintiff realleges each and every allegation contained in paragraphs 1 through 54 of this Complaint and, by this reference, incorporates said allegations as though set forth fully herein.

56. Plaintiff is informed and believes and, on that basis alleges thereon, that within the last four (4) years, the Defendants received the Receivables in an amount in excess of \$25,000,000 or in an amount to be proved at trial from the Debtor that was intended for the use and benefit of the Debtor.

57. No part of the Receivables have been paid although demand has been made and there is now due, owing and unpaid from the Defendants to the Debtor an amount in excess of \$25,000,000 or in an amount to be proved at trial, plus interest at the maximum rate permitted by law.

**FOURTEENTH CLAIM FOR RELIEF**

**(Unjust Enrichment)**

58. Plaintiff realleges each and every allegation contained in paragraphs 1 through 57 of this Complaint and, by this reference, incorporates said allegations as though set forth fully herein.

59. As a result of the wrongful acts of the Defendants alleged herein, the Defendants have been unjustly enriched at the expense of the Estate and its creditors. The Defendants have derived and continue to derive benefit from their wrongful acts.

60. The Defendants are under an obligation to pay the Plaintiff and the Estate all amounts by which the Defendants have been unjustly enriched in an amount according to proof.

**FIFTEENTH CLAIM FOR RELIEF**

**(Accounting)**

61. Plaintiff realleges each and every allegation contained in paragraphs 1 through 60 of this Complaint and, by this reference, incorporates said allegations as though set forth fully herein.

62. The Defendants are in possession of money and property including, but not limited to, the Lottery Payments, the Luxury Items and the Receivables, that rightfully belong to the Estate as were fraudulently obtained by the Defendants. The amount owed by the Defendants to the Estate cannot be easily ascertained without an accounting of the money and property received by the Defendants.

**WHEREFORE**, Plaintiff prays for judgment against the Defendants as follows:

**On the First Claim for Relief:**

1. For a judgment that the Defendants have no ownership interest in the Lottery Payments and the Luxury Items and the Lottery Payments and the Luxury Items are property of the Estate;

**On the Second and Third Claims for Relief**

2. For a judgment against the Defendants for turnover of the Lottery

1 Payments, the Luxury Items and the Receivables under 11 U.S.C. § 542(a) and/or  
2 542(b);

3 **On the Fourth, Fifth, Sixth and Seventh Claims for Relief:**

4 3. For a judgment against the Defendants that the Transfers be avoided;

5 **On the Eighth Claim for Relief:**

6 4. For a judgment against the Defendants that the Transfers, or their  
7 respective value, be recovered for the benefit of the estate pursuant to 11 U.S.C. § 550;

8 **On the Ninth Claim for Relief:**

9 5. For a judgment against the Defendants for conversion of the Lottery  
10 Payments, the Luxury Items and the Receivables in an amount to be proved at trial  
11 pursuant to Cal. Civ. Code § 3336;

12 **On the Tenth Claim for Relief:**

13 6. For a judgment against the Defendants declaring that the wrongfully  
14 acquired funds and property of the Estate and proceeds acquired in exchange for the  
15 wrongfully acquired funds and property of the Estate are held in trust for the benefit of the  
16 Plaintiff and the Estate;

17 **On the Eleventh, Twelfth and Thirteenth Claims for Relief:**

18 7. For a judgment against the Defendants in the outstanding amount in excess  
19 of \$25,000,000 or in an amount to be proved at trial, plus interest at the maximum rate  
20 permitted by law.

21 **On the Fourteenth Claim for Relief:**

22 8. For a judgment against the Defendants ordering the Defendants to pay the  
23 Plaintiff and the Estate all amounts by which the Defendants have been unjustly enriched  
24 in an amount according to proof;

25 **On the Fifteenth Claim for Relief:**

26 9. For a judgment against the Defendants ordering an accounting of all money  
27 and property received by the Defendants from the Debtor and for payment of the amount  
28 due from the Defendants as a result of the accounting;

1        **On All Claims for Relief:**

2        10. For an award of punitive and exemplary damages against the Defendants is  
3 just and reasonable;

4        11. For costs of suit incurred herein, including, without limitation, attorneys'  
5 fees; and

6        12. For such other and further relief as the Court deems just and proper.  
7

8 DATED: June 25, 2021

Respectfully submitted,

9 LAW OFFICES OF RONALD RICHARDS &  
10 ASSOCIATES, APC

11  
12 By:           /s/ Ronald Richards          

13 Ronald Richards  
14 Attorneys for Elissa D. Miller, Chapter 7  
15 Trustee  
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**EXHIBIT A**

MATTHEW R. EASON SBN 160148  
KYLE K. TAMBORNINI SBN 160538  
LAW OFFICES OF EASON & TAMBORNINI  
1819 K Street, Suite 200  
Sacramento, CA 95814  
Tel: (916) 438-1819  
Fax: (916) 438-1820

Attorneys for Defendant

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
RANCHO CUCAMONGA DISTRICT

AUG -2 2012

BY Christina L. Bandfield  
CHRISTINA L. BANDFIELD, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA  
DISTRICT

MAURICE MARSTON, ET AL

Plaintiffs,

v.

NATALIE MARSTON-SALEM, f/k/a or a/k/a  
NATALIE MARSTON

Defendant.

Case No.: CIVRS 910950

STIPULATION AND ~~PROPOSED~~  
ORDER AUTHORIZING CALIFORNIA  
LOTTERY TO DISBURSE LOTTERY  
WINNINGS & FINAL DISMISSAL OF  
ACTION

Plaintiff Maurice L. Marston ("Plaintiff") and defendant Natalie E. Marston-Salem ("Defendant") hereby stipulate, through their undersigned counsel of record, to the following Order:

1. Defendant Natalie E. Marston-Salem was entitled to receive twenty (20) annual payments of \$260,000.00 for twenty (20) years from the California Lottery winnings. Pursuant to Government Code section 8880.325 ("Section 8880.325"), California Lottery Regulation section III(B)(2) ("Regulation III(B)(2)"), and the June 12, 2012 settlement agreement between Plaintiff and Defendant attached hereto as Exhibit 1, the Court hereby approves an assignment by the Defendant of 100% of the gross annual amount of California Lottery winnings less Federal taxes and deductions authorized by law for the calendar year 2012 as follows:



- a. 60% (\$156,000.00) to Maurice L. Marston and Nancy Norton-Marston
- b. 13.34 % (\$34,684.00) to [REDACTED]
- c. 13.33% (\$34,658.00) to Erika Girardi
- d. 13.33 % (\$34,658.00) to [REDACTED]

2. Pursuant to Government Code section 8880.325 ("Section 8880.325"), California Lottery Regulation section III(B)(2) ("Regulation III(B)(2)"), and the June 12, 2012 settlement agreement between Plaintiff and Defendant attached hereto as Exhibit 1, the Court hereby approves an assignment by the Defendant of 75% of the gross annual amount of California Lottery winnings of \$260,000.00 less Federal taxes and deductions authorized by law for the calendar years 2013 through 2025 as follows:

- a. 45% (\$117,000) to Maurice L. Marston and Nancy Norton-Marston
- b. 10 % (\$26,000) to [REDACTED]
- c. 10% (\$26,000) to Erika Girardi
- d. 10 % (\$26,000) to [REDACTED]

Defendant will retain \$65,000.00 or twenty-five percent (25%) of the gross amount of California Lottery winnings for the calendar years 2013 through 2025. For the calendar years 2026 through 2028, Defendant will receive one hundred percent (100%) of the gross annual amount of the California Lottery winnings of \$260,000.00.

3. The Court authorizes the California Lottery to disburse the above stated amounts, less federal taxes and deductions that the Lottery is required by law to withhold, to Plaintiff and the assignees set forth in Paragraph 1 herein.

4. The Lottery will pay the balance of the lottery prize to Defendant Natalie E. Marston-Salem after the allocations set forth in Paragraph 2a. – d. herein.

5. Additionally, pursuant to Section 8880.325 and Regulation III(B)(2), the Court finds as follows:

(a) Defendant/Winner's name on California Lottery claim form: Natalie E. Marston. She was later married and changed her name to Natalie E. Marston-Salem.

(b) Defendant/Winner's address and social security number: Confidential/has already



1 been provided to the California Lottery;

2 (c) Plaintiff/Assignee's name: Maurice L. Marston and Nancy Norton-Marston  
3 (Federal taxes will be paid under Maurice L. Marston's Social Security Number as provided  
4 under separate cover);

5 (d) Plaintiff/Assignee's address, birth date, and social security number:  
6 Confidential/will be provided to the California Lottery under separate cover;

7 (e) Additional assignees' names: [REDACTED], Erika Girardi, and [REDACTED]  
8 [REDACTED]

9 (f) Additional assignees' addresses, birth dates, and social security numbers:  
10 Confidential/will be provided to the California Lottery under separate cover;

11 (g) Defendant/Winner has reviewed and understands the terms of the foregoing  
12 assignment; understands that she will not receive the assigned prize payments or a portion  
13 thereof for the payments assigned; has entered into the agreement of her own free will without  
14 undue influence or duress and not under the influence of drugs or alcohol; has had an opportunity  
15 to retain and consult with an independent financial and tax advisor(s) concerning the effect of the  
16 assignment, who have fully advised her about the tax consequences of the assignment; and has  
17 been represented by independent legal counsel, Matthew R. Eason, Eason & Tambornini, ALC  
18 who has advised her of her legal rights and obligations under the assignment and whose State  
19 Bar of California number is 160142;

20 (h) Defendant/Winner is married and her spouse has executed this stipulation  
21 disclaiming any interest, as provided in his Declaration, and there are no other non-spouse co-  
22 owners, claimants, or lien holders asserting a claim against Defendant/Winner's lottery winnings,  
23 including, but not limited to, payments that are the subject of this assignment;

24 (i) Defendant/Winner has obtained and filed with the Court a notification from the  
25 California State Lottery of any liens, levies, or claims, and the Controller's office of any offsets  
26 asserted as of that time against Defendant/Winner, as reflected in their respective official records  
27 as of the time of the notification; and

28 (j) The California Lottery and the State of California are not parties to the proceeding

1 and the California Lottery and the State of California may rely upon this order in disbursing the  
2 lottery prize payments that are the subject of this order. Further, upon payment of lottery prize  
3 monies pursuant to an order of the court, the California Lottery, the director, and commission  
4 and the employees of the California Lottery, and the State of California shall be discharged of  
5 any and all liability for the lottery prize paid, and these persons and entities shall have no duty or  
6 obligation to any person asserting another interest in, or right to receive, the lottery prize  
7 payment.

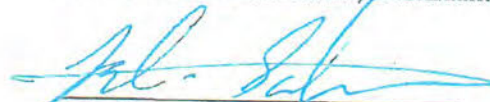
8 6. The June 5, 2012 annual lottery payment that is currently being held by the  
9 Lottery will be disbursed upon confirmation of the assignment and the necessary time to set up  
10 the payees.

11 7. The Court hereby dismisses the above-captioned action with prejudice with each  
12 party to bear its own attorneys' fees and court costs.

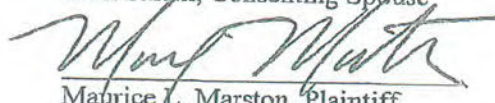
13 Dated: July 30, 2012

  
Natalie E. Marston-Salem, Defendant

14 Dated: July 30, 2012

  
John Salem, Consenting Spouse

15 Dated: July 30, 2012

  
Maurice L. Marston, Plaintiff

16 Dated: July 30, 2012

  
Nancy Norton-Marston, Consenting  
Spouse

17 ORDER

18 IT IS SO ORDERED.

19 AUG 02 2012

20 DATED: July 30, 2012

21 JOSEPH R. BRISCO

22 HONORABLE JOSEPH R. BRISCO  
23 Judge of the Superior Court



### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of June \_\_, 2012, by and between Maurice Marston ("Plaintiff"), Natalie Marston Salem ("Defendant"). Plaintiff and Defendant are also sometimes referred to herein collectively as the "Parties" and/or individually as a "Party."

### RECITALS

WHEREAS, on September 29, 2009, Plaintiff filed a action for damages, declaratory relief, and injunctive relief against the Defendant. The case is commonly known as Marston v. Marston, San Bernardino Superior Court Case Number CIVRS 910950 ("The Action");

WHEREAS, on November 29, 2011, judgment was entered in "The Action" on behalf of the Plaintiff and against the Defendant;

WHEREAS, Defendant appealed that judgment;

WHEREAS, the Parties, their respective counsel, and Nancy Marston attended a settlement conference before the Fourth District Court of Appeals Presiding Justice Manuel A. Ramirez.

WHEREAS, as of the drafting of this agreement, the California Lottery has made the first three years of a twenty year payout to the Defendant. The 2012 payment representing year four has not yet been made.

WHEREAS, because of the time, expense and uncertainties associated with further litigation between the Parties and in exchange for the mutual considerations exchanged and agreed to by the Parties under this Agreement, the Parties agree to fully, finally and completely resolve and settle all issues between the Parties, as expressly set forth in this Agreement;

### TERMS

1. In connection with the Recitals set forth above, which are all fully incorporated herein by reference, the Parties hereby agree to fully, finally and completely resolve and settle all past and present disputes, known and unknown, between them.

2. Defendant has paid Plaintiff in consideration of this agreement the sum of \$135,000.

3. As of the drafting of this agreement, the payment for 2012 (year 4) from the California State Lottery has not been issued. The parties agree that the proceeds of that payment will be surrendered promptly to the Plaintiff. If the check comes in made payable to the Defendant, the Defendant will negotiate the check, and immediately upon confirmation of availability of funds will submit the entire funds to the Plaintiff. If the check comes in made payable to multiple parties which include the Defendant, Defendant will promptly execute the check and surrender the check to the Plaintiff.



4. The parties agree that the Defendant will voluntarily assign to Plaintiff, or his to his named assignees a seventy-five percent (75%) portion of the payments for years five (5) through seventeen (17) (Calendar years 2013-2025). Defendant will retain a twenty-five (25%) portion of the payments for years five (5) through seventeen (17) (Calendar years 2013-2025), and she shall retain 100% of the payments for years eighteen (18) through twenty (20) (Calendar years 2026- 2028).

5. Plaintiff will apply for, and Defendant will cooperate in, the executing of court documents to have the assignments contemplated above approved by a court of competent jurisdiction pursuant to Government Code Section 8880.325(j).

6. Upon satisfaction of the terms above, the Defendant will file a notice of abandonment of appeal, and the Plaintiff will cause to be filed a satisfaction of judgment in full.

7. In consideration of the Settlement Payment, and promises of the Parties specified in this Agreement, the Parties hereby fully, finally and forever release, acquit, exonerate, waive, settle and discharge, each other, and each Party's attorneys, insurance carriers, agents, servants, representatives, employees, subsidiaries, affiliates, directors, board members, partners, officers, directors, shareholders, predecessors, successors-in-interest, assigns, heirs, spouses, and all persons acting by, through, under or in concert with them, of and from any and all past and present claims, demands, obligations, actions, causes of action, damages, costs, attorneys' fees, losses of service, expenses, liability, suits, and compensation of any nature whatsoever, whether based in tort, contract, or any other theory of recovery arising from the recitals set forth above, including without limitation any claim or claims that may have been filed between them. The foregoing is hereinafter referred to as the "Released Matters."

8. The Parties acknowledge that they are familiar with section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

9. Except for the obligations set forth in this Agreement, the Parties, after consulting with their respective counsel, hereby waive and relinquish any and all rights and benefits which they may have under, and which may be conferred upon them by, the provisions of Section 1542 regarding the Released Matters to the fullest extent that they may lawfully waive such rights or benefits. The Parties declare that they understand the full nature, extent and import of Section 1542 of the California Civil Code and have been so advised, and/or have had the opportunity to be so advised, by their respective attorneys.

10. The Parties each represent and warrant that they/it are the sole owner of all rights, title, and interests in and to all of the Released Matters settled under this Agreement and that they have not heretofore assigned, transferred, or purported to assign and/or transfer to any person or entity any matters, or portions thereof, settled and released under this Agreement.

11. The settlement, releases and other matters set forth herein are a compromise and



settlement of disputed and contested claims between the Parties, and nothing contained herein shall be construed as an admission by any Party of any obligation and/or liability of any kind to any other Party.

12. This Agreement contains and embodies the entire agreement of the Parties with regard to the obligations under this Agreement and to the Released Matters covered in this Agreement, and no representations, inducements, or other agreements, oral or otherwise, not embodied herein, exist nor shall they be of any force or effect. This Agreement can only be modified or amended by a subsequent written agreement signed by the Parties.

13. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, shareholders, officers, directors, partners, board members, divisions, corporations, subsidiaries, parents, affiliates, assigns, heirs, predecessors, spouses, and successors, past, present, and future, and all of their insurers, guarantors, sureties and reinsurers.

14. The Parties to this Agreement shall each be deemed to have drafted this Agreement, such that no ambiguity in this Agreement, if any, shall be construed against any Party.

15. The Parties shall each bear their own costs, expenses and fees, of all kind, including attorney, consultant, and expert fees, up through the date this Agreement is entered into, regarding the Released Matters.

16. The Parties agree to execute any and all such other documents and perform such other acts as are necessary to give effect to the intent and purposes of this Agreement.

17. If any part, provision, condition, or term of this Agreement, or the application thereof to any person, Party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each part, provision, condition or term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties.

19. This Agreement is entered into and shall be subject to the laws of the State of California. Any dispute shall be resolved before the Superior Court of the County of Riverside which shall retain exclusive jurisdiction over this matter.

20. This Agreement may be signed in counter-parts; all of which taken together shall be construed as one original. Telefaxed signatures shall constitute original signatures.

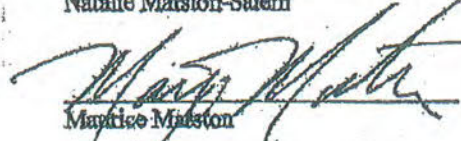
21. Each Party hereto represents and warrants that it is represented by, or has had the opportunity to consult with, legal counsel and that it is authorized to sign this Agreement and bind the respective Party hereby and that all acts necessary to confer such authority have been duly, properly and legally taken.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to  
be executed as of the date first written above.

Dated: June 12, 2012

  
Natalie Marston-Salem

Dated: June 6, 2012

  
Maurice Marston

6-6-12  
mm

**EXHIBIT B**



Evan C. Borges  
Direct Dial: (949) 383-2860  
EBorges@GGTrialLaw.com

June 28, 2021

**VIA E-MAIL: [ron@ronaldrichards.com](mailto:ron@ronaldrichards.com)**

Ronald Richards  
Special Counsel to Chapter 7 Trustee, Girardi Keese Estate  
Law Offices of Ronald Richards & Associates, A.P.C.  
P.O. Box 11480  
Beverly Hills, CA 90213

**Re: In re Girardi Keese; CACB Case No. 2:20-bk-21022-BR**

Dear Ronald:

This letter sets forth the agreement effective as of June 28, 2021 (the "Agreement") between Elissa D. Miller, in her capacity as chapter 7 trustee for bankruptcy debtor Girardi Keese ("GK") (the Trustee) on the one hand, and party in interest Erika Girardi ("Ms. Girardi") on the other hand, regarding the proceeds of a certain check (the "Check") dated June 9, 2021, bearing check number [REDACTED] and received at the offices of GK from the State of California, made payable to Erika N. Girardi, based on a gross amount of \$26,000, from which the State of California withheld federal taxes of \$6,240.00, resulting in a net payment amount of **\$19,760.00** (the "Check Proceeds").

1. **Endorsement and Deposit of Check By Trustee in Trust Account.** Ms. Girardi consents to the Trustee endorsing the check with Ms. Girardi's signature "for deposit only" and depositing the check into the trust account of GK, over which the Trustee represents that she has exclusive control. The Trustee further agrees to hold and segregate the Check Proceeds in the GK trust account, subject to the terms of this Agreement.

2. **Check Proceeds Retained in Trust Account.** The Trustee and Ms. Girardi agree that the Check Proceeds shall be held by the Trustee in the GK trust account and shall not be released or distributed absent (a) a further written agreement signed by the Trustee and Ms. Girardi, or (b) a binding and final court order.

3. **Mutual Reservation of Rights.** The Trustee and Ms. Girardi reserve all rights and claims as to entitlement to the Check Proceeds and the subject matter of this Agreement.





Ronald Richards  
June 28, 2021  
Page 2

4. **Mutual Cooperation.** The Trustee and Ms. Girardi agree to cooperate with one another in exchanging information relevant to resolution of entitlement to the Check Proceeds and the subject matter of this Agreement.


5. **Miscellaneous.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof. This Agreement may not be modified or amended verbally, and only may be modified or by a writing signed by both of the parties hereto. This Agreement may be signed in counterpart copies by pdf electronic signatures of the parties, which shall be deemed original signatures, and which together shall constitute the fully executed Agreement.

By their signatures below, the Trustee and Ms. Girardi agree to this Agreement.

Very truly yours,

Evan C. Borges

IT IS SO AGREED.

By: \_\_\_\_\_  
Elissa D. Miller, in her capacity as chapter 7 trustee  
for bankruptcy debtor Girardi Keese

By: \_\_\_\_\_  
Erika Girardi

ECB:CW



Ronald Richards  
June 28, 2021  
Page 2

4. **Mutual Cooperation.** The Trustee and Ms. Girardi agree to cooperate with one another in exchanging information relevant to resolution of entitlement to the Check Proceeds and the subject matter of this Agreement.

5. **Miscellaneous.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof. This Agreement may not be modified or amended verbally, and only may be modified or by a writing signed by both of the parties hereto. This Agreement may be signed in counterpart copies by pdf electronic signatures of the parties, which shall be deemed original signatures, and which together shall constitute the fully executed Agreement.

By their signatures below, the Trustee and Ms. Girardi agree to this Agreement.

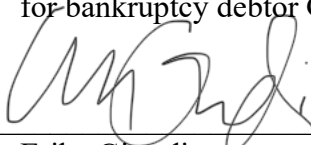
Very truly yours,

A handwritten signature in blue ink that reads "Evan C. Borges".

Evan C. Borges

IT IS SO AGREED.

By: \_\_\_\_\_  
Elissa D. Miller, in her capacity as chapter 7 trustee  
for bankruptcy debtor Girardi Keese

By:  \_\_\_\_\_  
Erika Girardi

ECB:CW

**EXHIBIT C**

LAW OFFICES OF  
**Ronald Richards and Associates**

A Professional Corporation  
310-556-1001 Los Angeles Office  
202-508-1060 DC Office

\*Admitted in the following  
Courts:\*

All Fed. and State Cts. in  
California, 2<sup>nd</sup>, 9<sup>th</sup> & 11<sup>th</sup> Circuit,  
C.O.A.'s, ED of Michigan, D of  
Colorado, W.D. of Tenn., District  
of Columbia D.C.,  
The United States Supreme Court  
(U.S.S.C.)  
**Bar Membership:**  
California  
District of Columbia

Office Locations:

Richards Law Building  
West Hollywood, CA

CA Mailing Address:  
PO Box 11480  
Beverly Hills, CA 90213

DC Office Address:  
1629 K ST. Suite 300  
Washington D.C., 20006

EMAIL: [RON@RONALDRICHARDS.COM](mailto:RON@RONALDRICHARDS.COM)  
WEBSITE: [WWW.RONALDRICHARDS.COM](http://WWW.RONALDRICHARDS.COM)

June 10, 2021

Mr. Peter Mastan  
Dinsmore & Shohl LLP  
550 S. Hope Street, Suite 1765  
Los Angeles, CA 90071

Dear Mr. Mastan,

**DEMAND FOR REIMBURSEMENT AND ASSIGNMENT OF LOTTERY PAYMENTS**

As you are aware, our office is Special Counsel to Elissa D. Miller, Trustee of the Girardi Keese Chapter 7 Estate.

I am attaching for your review a lottery payee set up dated 6/26/2012, made payable to your client, Erika Nay Girardi. A stipulation and court order for disbursement of Girardi Keese Attorneys Fees. A settlement agreement for attorneys' fees for Girardi Keese. Finally, a disbursement letter from Girardi Keese signed by [REDACTED].

We would like to have the remaining payments assigned to the Estate immediately. We would also like to have the Estate reimbursed for the payments received since June of 2012 to the present.

Based on the attached evidence, we are demanding an execution of a new lottery payee form to Elissa D. Miller, Chapter 7 Trustee, for the Girardi Keese estate, as well as a wire of the proceeds that have been previously tendered, to the attached bank account for the Trustee.

Here is the breakdown as we see it:

\$34,658.00 paid in 2012.

\$208,000.00 for years 2013 to 2021

\$78,000 for the years, 2022 to 2025.

Please feel free to call me to discuss this matter. This demand will expire within ten days from today's date before we take further steps to recover these funds for the Estate and prevent further dissipation of Estate assets.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Richards', with a long horizontal flourish extending to the right.

Ronald Richards, Esq.





calottery

CALIFORNIA LOTTERY  
PAYEE SETUP

Please complete, sign, obtain notarization, and return this form to the following address:

California Lottery  
Attn: Investments Section  
700 North 10th Street  
Sacramento, CA 95811

The following information is required to properly set up your file, and will determine the appropriate tax withholding rate. Please see information about Federal Tax Reporting below.

**PLEASE PRINT IN INK OR TYPE**

NAME (FIRST, MIDDLE, LAST) ERIKA NAY GIRARDI		HOME TELEPHONE NO. [REDACTED]	WORK TELEPHONE NO. [REDACTED]
MAILING ADDRESS (STREET, RURAL ROUTE, OR PO BOX) 1126 Wilshire Boulevard		CITY Los Angeles	STATE CA
ZIP CODE 90017			
COUNTRY (If not USA)	SOCIAL SECURITY/TAX ID NO. [REDACTED]	DATE OF BIRTH [REDACTED]	DRAW DATE 6 [REDACTED] 9
ARE YOU A U.S. CITIZEN? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF NOT A U.S. CITIZEN, YOUR RESIDENT STATUS <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

SIGNATURE 	DATE 6/26/12
<b>NOTARY PUBLIC ACKNOWLEDGMENT</b>	
State of <u>California</u> County of <u>Los Angeles</u>	
On <u>June 26, 2012</u> before me, <u>Shirleen H. Fujimoto</u> , Notary <u>personally</u> <u>Public</u> appeared <u>Erika Girardi</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	

**INFORMATION ABOUT FEDERAL TAX REPORTING:** The California Lottery (Lottery) is required by Internal Revenue Code Treasury Regulations, § 31.3402(a)-1 to withhold income on the proceeds of a single wager which exceeds \$5,000. The withholding rate for income tax depends on your personal resident status. The Lottery is currently required to withhold federal taxes at the rate of 25% for a U.S. citizen and resident aliens; 30% for non-resident aliens, and 28% for U.S. citizens and resident aliens who do not have a Social Security Number.

**PRIVACY NOTICE:** The State Information Practices Act of 1977 (Civil Code § 1798.17) and the Federal Privacy Act (Public Law 93-579) require that this notice be provided when the Lottery collects personal information from individuals. Social Security numbers and birth dates are used for identification purposes only, except as required by state and federal law. Providing the requested information will prevent delays in receipt of annual prize payments.

The information you provide may be disclosed to state and federal government agencies including, but not limited to: the State Controller's Office, State Franchise Tax Board, Department of Health Services, and the Federal Internal Revenue Service.

You have the right to access your personal information maintained by the Lottery by contacting the California Lottery, 700 North 10th Street, Sacramento, CA 95811, Attention: Public Records Act Coordinator.



August 2, 2012

**SENT VIA U.S. PRIORITY MAIL**

MR. MAURICE MARSTON  
8780 19<sup>th</sup> Street - #460  
Alta Loma CA 91701

**Re: Marston v. Marston**

Dear Maurice:

I am enclosing herewith a copy of the **STIPULATION AND ORDER AUTHORIZING CALIFORNIA LOTTERY TO DISBURSE LOTTERY WINNINGS AND FINAL DISMISSAL OF ACTION ("ORDER")** as signed by the Honorable Joseph Brisco on August 2, 2012.

As you will note from this ORDER, you will receive payments from the California Lottery, pursuant to Paragraph 2, for the next twelve (12) years or for calendar years 2013 - 2025. You will receive within sixty (60) days the payment set forth in paragraph 1 of this ORDER. Please keep the enclosed ORDER in a safe place for future reference. It is on file with the State Lottery Commission.


If there is a change in the address as set forth in the Payee Setup Form which you previously executed, you must so notify the State Lottery for receipt of future payments.

Very truly yours,

GIRARDI | KEESE

A handwritten signature in blue ink, likely belonging to an attorney from Girardi &amp; Keese, LLP. The signature is stylized and appears to be "J. Brisco".

A black rectangular redaction mark covering the bottom portion of the signature block.

 L/ata  
Enclosure